



Addendum No. 2 to Invitation for Tender

For

Disposal / Selling of Dry Ash

Of

Payra 1320MW Thermal Power Plant (Phase I)

Date : 1st October 2019
Memo No. : 527/BCPCL/Payra1320MW/2019
Deadline for Proposal Submission : 21st October 2019 @ 12:05 BST

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Sl. No	Reference	Original Description	Revised Description
1.	Section I, Instructions to Tenderers (ITT)		Replace with Attachment No. 1 to Addendum No. 2
2.	Section II, Tender Data Sheet (TDS)		Replace with Attachment No. 2 to Addendum No. 2
3.	Section V, Tender and Contract Forms		Replace with Attachment No. 3 to Addendum No. 2
4.	Section VI, Schedule of Requirements, Item No. 1, Column Period	From October 2019 to May 2022	From Nov. 2019 to May 2022
5.	Section VI, Schedule of Requirements, Item No. 2, Column Period	From October 2019 to May 2022	From Nov. 2019 to May 2022
6.	Section VII, Technical Specifications	A. Analysis of Coal and Ash – Bayan 5050 GAR Coal (will be used from COD until Coal from Australia is available (tentatively from October 2019 to May 2022)):	A. Analysis of Coal and Ash – Bayan 5050 GAR Coal (will be used from COD until Coal from Australia is available (tentatively from November 2019 to May 2022)):
7.	Section X, Policy of Disposal of Ash, Clause 5	From one (1) month before Commercial Operation Date of Unit 1 of the power plant (October 2019) up to end of Contract Period Ash Receiver is expected to transport Ash to their temporary storage using their covered trucks.	From Commercial Operation Date of Unit 1 of the power plant (tentatively November 2019) up to end of Contract Period Ash Receiver is expected to transport Ash to their temporary storage using their covered trucks.
8.	Section X, Policy of Disposal of Ash, Clause 11	Quantities: From October 2019 to May 2022 – 100 tons of Bottom Ash and 650 tons of Fly Ash per day From June 2022 to end of Contract Period – 200 tons of Bottom Ash and 1,200 tons of Fly Ash per day	Quantities: From November 2019 to May 2022 – 100 tons of Bottom Ash and 650 tons of Fly Ash per day From June 2022 to end of Contract Period – 200 tons of Bottom Ash and 1,200 tons of Fly Ash per day



Section I. Instructions to Tenderers

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Section I. Instructions to Tenderers

A. General

- 1) Scope of Tender**
- 1.1.** Bangladesh-China Power Company Limited (BCPCL), as indicated in the Tender Data Sheet (TDS), issues this Tender Document for Disposal of Fly Ash and Crushed Dry Bottom Ash (hereinafter combinedly referred as "Dry Ash") and Related Services incidental thereto, as specified in the TDS and as detailed in Section VI: Schedule of Requirements. The name of the Tender is stated in Section II (Tender Data Sheet (TDS)).
- 1.2.** The Disposal / Selling of Dry Ash Contract shall be for a period of five (5) years with option to extend for another five (5) years. In the extension period, the quantity and price may be increased or decreased based on mutual agreement. However, this adjustment in price shall not be less than 5% of the immediate previous unit price.
- 1.3.** The successful Tenderer will be required to complete receiving of Dry Ash and related services (when applicable) as specified in the Section IV (Particular Conditions of Contract (PCC)).
- 1.4.** Throughout this Tender Document:
- (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.
- 2) Deposition of Earnings**
- 2.1.** The cost of Dry Ash shall be in Bangladesh Taka. Necessary VAT / Taxes / Advance Income Tax on the price of Dry Ash shall be borne by the Ash Receiver and paid to BCPCL. BCPCL will deposit the same to the Government account accordingly.
- 3) Corrupt Fraudulent, Collusive or Coercive Practices**
- 3.1.** Employer requires that tenderers, contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of contracts.
- 3.2.** In pursuance of this policy, the Employer shall:
- a) exclude the Tenderer from participation in the procurement proceedings concerned or reject a tender for award; and

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- b) declare a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under BCPCL;

if it, at any time, determines that the Tenderer has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract under BCPCL.

- 3.3. Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of BCPCL, it shall, in the first place, allow the Tenderer to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tenderer concerned. Any communications between the Tenderer and BCPCL related to matters of alleged fraud or corruption shall be in writing.

- 3.4. The Employer defines, for the purposes of this provision, the terms set forth below as follows:

- a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- 3.5. The Tenderer shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 40.1(b).

- 3.6. The Government requires that BCPCL's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings

4) Eligible Tenderer

- 4.1. This Invitation for Tenders is open to eligible Tenderers from all countries, except for any specified in the TDS.

- 4.2. A Tenderer may be a private entity, government owned entity or any combination of them under agreement in the form of

an intended or existing joint venture, consortium or association (JVCA). All members of the JVCA shall be jointly and severally liable to BCPCL. The JVCA shall aping a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVCA during bidding process and in the event the JVCA is awarded the Contract, during contract execution.

- 4.3. Local and International Companies / Consortium (individual company / joint venture organization who is willing to take Dry Ash and experienced in the same field) shall be entitled to participate in the tender. Foreign companies should submit their offer through a local company who will be the leading in their offer.
- 4.4. A Government-owned enterprise in Bangladesh may also participate in the Tender if it is legally and financially autonomous, it operates under commercial law.
- 4.5. The Tenderer shall provide in Section V: Tender and Contract Forms, a statement that the Tenderer (including all members of a JVCA) is not associated, nor has been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the specifications and other documents for this Invitation for Tenders.
- 4.6. The Tenderer shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub-Clause 3.2.
- 4.7. The Tenderer with a consistent history of litigation or a number of arbitration awards against it, shall not be eligible to Tender. The Tenderer shall supply the information requested in para 3.3 of the Tenderer Information Sheet (Form G-4).
- 4.8. The Tenderer shall have the legal capacity to enter into the contract.
- 4.9. The Tenderer shall not be insolvent, be in receivership, be bankrupt or being wound up, its business activities shall not be suspended, and it shall not be the subject of legal proceedings for any of the foregoing.
- 4.10. The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

5) Site Visit

- 5.1. If the Tenderer requires to get information about the way / method of disposal of Dry Ash or similar services at Site, then the Tenderer, at own risk and responsibility may visit and

examine the Site and obtain all relevant information for preparing the Tender before submission.

- 5.2. The Tenderer shall submit a written request letter to BCPCL if they intend to visit the site giving adequate time before the site visit so that BCPCL can make appropriate arrangements for such visit.
- 5.3. The costs of visiting the Site shall be at the Tenderer's own expense.

B. Tender Document

6) Tender Document Sections

- 6.1. The Sections comprising the Tender Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITT Clause 10.

- Section I. Instructions to Tenderers (ITT)
- Section II. Tender Data Sheet (TDS)
- Section III. General Conditions of Contract (GCC)
- Section IV. Particular Conditions of Contract (PCC)
- Section V. Tender and Contract Forms
- Section VI. Schedule of Requirements
- Section VII. Technical Specifications
- Section VIII. Power Plant Layout
- Section IX. Site Conditions
- Section X. Policy of Disposal of Dry Ash

- 6.2. BCPCL shall reject any Tender submission if the Tender Document was not purchased directly from BCPCL.
- 6.3. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Tender Amendments, if any. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.

7) Tender Document: Clarification

- 7.1. A prospective Tenderer requiring any clarification of the Tender Document shall contact BCPCL in writing at BCPCL's address indicated in the TDS. BCPCL shall respond in writing to any request for clarification received no later than seven (7) days prior to the deadline for submission of Tenders.
- 7.2. BCPCL shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 7.3. Should BCPCL deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 9 and ITT Sub- Clause 29.3.

8) Tender**Document: Pre-Tender Meeting**

- 8.1. To clarify issues and to answer questions on any matter arising in the Tender Document, BCPCL may, if stated in the TDS, invite prospective Tenderers to a Pre-Tender Meeting at the place, date and time as specified in the TDS. Tenderers are encouraged to attend the meeting, if it is held.
- 8.2. The Tenderer is requested to submit any questions in writing so as to reach BCPCL not later than five (5) days prior to the date of the meeting.
- 8.3. Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within seven (7) days to all those who purchased the Tender Document. Any modification to the Tender Document listed in ITT Sub- Clause 6.1 that may become necessary as a result of the Pre-Tender meeting shall be made by BCPCL exclusively through the issue of an Amendment pursuant to ITT Clause 9 and not through the minutes of the Pre-Tender meeting.
- 8.4. Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9) Tender**Document: Amendment**

- 9.1. At any time prior to the deadline for submission of Tenders, BCPCL for any reason, on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document, may amend the Tender Document by issuing an amendment.
- 9.2. Any amendment issued shall become an integral part of the Tender Document and shall be communicated in writing to all those who have purchased the Tender Document.
- 9.3. To give a prospective Tenderer reasonable time in which to take an amendment into account in preparing its Tender, BCPCL may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 29.3. In the event that an amendment shall be issued with a period of only one-third or less of the Tendering period remaining, then the deadline for the submission of Tenders may be extended by BCPCL, if so requested by a substantial number of Tenderers.

C. Qualification Criteria**10) Qualification of Bidders**

- 10.1. The Tenderer shall possess the necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel to perform the contract.

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**11) Experience
Criteria**

11.1. The Tenderer either by himself (in case of Individual Tenderer) or by one of the Members (in case of Joint Venture) shall have the following minimum level of experience to qualify for participating in this Tender:

- a) a minimum number of years of overall experience in the field of Ash Handling and / or Processing System and related services as specified in the TDS;
- b) minimum number of years of specific experience in installation and operation of pneumatic ash handling system shall be as specified in the TDS; and
- c) minimum capacity for end utilization shall be as specified in the TDS.

12) Financial Criteria

12.1. The Tenderer either by himself (in case of Individual Tenderer) or by one of the Members (in case of Joint Venture) shall meet the following minimum level of financial criteria to qualify for participating in this Tender:

- a) The minimum value of Dry Ash purchased in the last three years under a single contract shall be as stated in the TDS; and
- b) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS

D. Tender Preparation**13) Tender: Only One**

13.1. A Tenderer shall submit only one (1) Tender for each lot, either individually or as a Member in a JVCA. A Tenderer who shall submit or participate in more than one (1) Tender for each lot will cause all the Tenders with that Tenderer's participation to be rejected.

**14) Tender
Preparation
Costs**

14.1. The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and BCPCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering Process

**15) Tender:
Language**

15.1. The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English language, unless specified otherwise in the TDS. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.



15.2. The Tenderer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

16)Tender: Contents of Tender

16.1. The Technical Tender prepared by the Tenderer shall comprise the following:

- a) the Tender Submission Sheet (Form G-1A);
- b) Original Tender Security (Form G-5) completed in accordance with ITT Clause 26;
- c) Specifications Submission Sheet (Form G-3) completed in accordance with ITT Clause 17;
- d) alternative Tenders, if permitted, in accordance with ITT Clause 18;
- e) written confirmation authorising the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 27;
- f) documentary evidence in accordance with ITT Clause 21 establishing the Tenderer's eligibility to Tender, including the Tenderer Information Sheet (Form G-4);
- g) documentary evidence in accordance with ITT Clauses 11 and 12;
- h) documentary evidence in accordance with ITT Clause 23 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and
- i) any other document as specified in the TDS

16.2. The Technical Tender prepared by the Tenderer shall comprise the following:

- a) the Tender Submission Sheet (Form G-1B);
- b) the Price Schedule (Form G-2) completed in accordance with ITT Clauses 17, 19 and 20; and
- c) any other document as specified in the TDS

**17)Tender:
Submission
Sheet, Price
Schedules and
Specifications
Submission
Sheet**

17.1. The Tenderer shall submit the completed Tender Submission Sheet (Form G-1A and Form G-1B in Technical and Financials Tenders respectively) as furnished in Section V: Tender and Contract Forms. This document shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the tender may be rejected as being non-responsive.

17.2. The Tenderer shall submit in their Financial Tender only the completed Price Schedule for Dry Ash and Related Services

(Form G-2) as furnished in Section V: Tender and Contract Forms.

17.3. The Tenderer shall submit the completed Specifications Submission Sheet (Form G-3) as furnished in Section V: Tender and Contract Forms.

17.4. All the documents mentioned in ITT Sub-Clauses 17.1 to 17.3 shall be completed without any alterations to their format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being non-responsive.

**18)Tender:
Alternatives**

18.1. Unless otherwise stated in the TDS, alternative Tenders shall not be considered.

19)Tender: Prices

19.1. The prices quoted by the Tenderer in the Tender Submission Sheet (Form G-1B) and in the Price Schedule (Form G-2) shall conform to the requirements specified below.

19.2. All items as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule (Form G-2). Tender shall be evaluated in accordance with ITT Sub-Clause 19.3.

19.3. Highest Grand Total (after corrections, if any) of Column 8 in Form G-2.

19.4. The Tenderer shall indicate on the Price Schedule (Form G-2) the unit prices and VAT/Taxes separately for Dry Ash under the contract.

19.5. Deleted

19.6. Deleted.

19.7. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS.

20)Tender Currency

20.1. All prices shall be quoted in Bangladesh Taka.

**21)Tender:
Documents
Establishing
Eligibility**

21.1. The Tenderer shall submit documentary evidence to establish its eligibility in accordance with ITT Clause 4 and in particular, shall:

a) complete the eligibility declarations in the Tender Submission Sheet (Form G-1), furnished in Section V: Tender and Contract Forms; and

b) if in accordance with ITT Sub-Clause 4.2, the Tenderer is an existing or intended JVCA, it must submit the Tenderer Information Sheet (Form G-4) and a copy of

the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorised signatories of all the parties to the existing or intended JVCA, as appropriate

22) Deleted

**23) Tenderers:
Documents
Establishing
Qualifications**

- 23.1.** Tenderers shall submit documentary evidence to meet the qualification criteria specified in ITT 11 and 12.
- 23.2.** Tenderers shall submit the Tenderer Information Sheet (Form G-4) furnished in Section V: Tender and Contract Forms
- 23.3.** Tenderers shall include the following additional information and documents with their Tenders:
- a) information on past three (3) years litigation in which the Tenderer has been involved or in which the Tenderer is currently involved;
 - b) total monetary value of similar Dry Ash procured and used for each of the last three (3) years;
 - c) financial reports or balance sheets or profit and loss statements or auditor's reports or bank references with documents or a combination of these demonstrating the availability of liquid assets to successfully complete the contract;
 - d) annual Company Turnover over the last three (3) years; and
 - e) authority to seek references from the Tenderer's Bankers.
- 23.4.** Tenders submitted by a JVCA shall comply with the following requirements, and any other requirements as specified in the TDS:
- a) the Tenderer shall include all the information listed in ITT Sub-Clause 23.3 for each JVCA Member;
 - b) the Tender shall be signed so as to be legally binding on all Members;
 - c) all Members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - d) one of the Members shall be nominated as being in charge, authorised to incur liabilities and receive instructions for and on behalf of any and all Members of the JVCA; and

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- e) the execution of the entire Contract, including payment, shall be done exclusively with the Member in charge.

24) Disqualification

- 24.1.** BCPCL shall disqualify a Tenderer who submits a document containing false information for purposes of qualification or misleads or makes false representations in proving its qualification requirements. If such an occurrence is proven, BCPCL may declare such a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in future procurement proceedings.
- 24.2.** BCPCL may disqualify a Tenderer who has a record of poor performance, such as abandoning the supply, not properly completing the contract, inordinate delays, litigation history or financial failures.

25) Tender: Validity

- 25.1.** Tender shall remain valid for the period specified in the TDS after the date of Tender submission prescribed by BCPCL, pursuant to ITT Clause 29. A Tender validity for a shorter period shall be rejected by BCPCL as non-responsive.
- 25.2.** In exceptional circumstances, prior to the expiration of the Tender validity period, BCPCL may solicit the Tenderers' consent to an extension of the period of validity of their Tenders. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 26, shall also be suitably extended promptly. If a Tenderer does not respond or refuses the request from BCPCL shall not forfeit Tenderer's Tender Security, but its Tender shall no longer be considered in the evaluation proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its Tender.

26) Tender: Security

- 26.1.** The Tenderer shall furnish as part of its Tender, a Tender Security in original form (Form G-5) and in the amount specified in the TDS.
- 26.2.** The Tender Security shall:
- a) in the form of an irrevocable bank guarantee (Form G-5) issued by a Scheduled Bank of Bangladesh in the format furnished in Section 5: Tender and Contract Forms;
 - b) be payable promptly upon written demand by BCPCL in the case of the conditions listed in ITT Sub-Clause 26.5 being invoked; and
 - c) remain valid for a period of 1 (one) month beyond the original validity period of Tenders, or beyond any period of extension subsequently requested in ITT Sub-Clause 25.2.

- 26.3.** A Tender not accompanied by a valid Tender Security in accordance with ITT Sub-Clause 26.2, shall be rejected by BCPCL as non-responsive.
- 26.4.** Unsuccessful Tenderers' Tender Security will be discharged or returned within 1 (one) month of the end of the Tender validity period specified in ITT Sub-Clause 25.1 and 25.2. The Tender Security of the successful Tenderer will be discharged upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 49 and signing the Contract Agreement.
- 26.5.** The Tender Security may be forfeited:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Sheet, except as provided in ITT Sub-Clause 25.2; or
 - b) if the successful Tenderer fails to:
 - i) accept the correction of its Tender Price pursuant to ITT Sub-Clause 42.3; or
 - ii) furnish a Performance Security in accordance with ITT Clause 49; or
 - iii) sign the Contract in accordance with ITT Clause 50.
- 26.6.** The Tender Security of a JVCA shall be in the name of the JVCA that submits the Tender. If the JVCA has not been legally constituted at the time of tendering, the Tender Security shall be in the name of all intended JVCA Members as named in the letter of intent mentioned in ITT Sub-Clause 21.1(b).

**27) Tender: Format
and Signing**

- 27.1.** The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Sub-Clause 16.1 and clearly mark it "ORIGINAL". In addition, the Tenderer shall prepare the number of copies of the Tender, as specified in the TDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 27.2.** The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a written authorisation and shall be attached to the Tenderer Information Sheet (Form G-4). The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered

sequentially and signed or initialed by the person signing the Tender.

- 27.3.** Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person(s) signing the Tender.

E. Tender Submission

28)Tender: Sealing and Marking

- 28.1.** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal". Similarly, the original and all copies of the Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" with a warning "Do Not Open With The Technical Proposal." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed."

- 28.2.** The inner envelopes and outer envelope shall:

- a) bear the name and address of the Tenderer;
- b) be addressed to BCPCL at the address specified in the TDS;
- c) bear the name of the Tender and the Tender Number as specified in the TDS; and
- d) bear a statement "DO NOT OPEN BEFORE..." the time and date for Tender opening as specified in the TDS.

- 28.3.** If all envelopes are not sealed and marked as required by ITT Sub-Clause 28.2, BCPCL will assume no responsibility for the misplacement or premature opening of the Tender.

29)Tender: Submission Deadline

- 29.1.** Tenders must be received by BCPCL at the address specified in ITT Sub-Clause 28.2 no later than the date and time as specified in the TDS.

- 29.2.** Tenders may be hand delivered, posted by registered mail or sent by courier. BCPCL shall, on request, provide the Tenderer with a receipt showing the date and time when its Tender was received.

- 29.3.** BCPCL may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 9, in which case all rights and obligations of BCPCL and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.

**30)Tender:
Submitted Late**

30.1. Any Tender that will be received by BCPCL after the deadline for submission of Tenders in accordance with ITT Clause 29 shall be declared late, will be rejected, and returned unopened to the Tenderer.

**31)Tender:
Modification,
Substitution or
Withdrawal**

31.1. A Tenderer may modify, substitute or withdraw its Tender after it will be submitted by sending a written notice, duly signed by the same authorised representative, and shall include a copy of the authorisation in accordance with ITT Sub-Clause 27.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. The written notice must be:

- a) submitted in accordance with ITT Clauses 27 and 28 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "MODIFICATION" "SUBSTITUTION," OR "WITHDRAWAL," and
- b) received by BCPCL prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 29

31.2. Tenders requested to be withdrawn in accordance with ITT Sub-Clause 31.1 shall be returned unopened to the Tenderers, only after the Tender opening.

31.3. No Tender shall be modified, substituted or withdrawn after the deadline for submission of Tenders specified in ITT Clause 29.

F. Tender Opening and Evaluation

**32)Technical Tender
Opening**

32.1. BCPCL shall open the Technical Tenders in public, including modifications or substitutions made pursuant to ITT Clause 31, at the time, on the date, and at the one place specified in the TDS. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 31 shall not be opened. Tenderers or their authorised representatives shall be allowed to attend and witness the opening of Tenders and shall sign a register evidencing their attendance.

32.2. The name of the Tenderer, Tender modifications, substitutions or withdrawals and the presence or absence of a Tender Security, any alternatives if so permitted, and such other details as BCPCL, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those alternative offers read out at the Tender opening shall be considered for evaluation. All pages of the original of the

Tenders, except for un-amended printed literature, will be initialed by a minimum of three (3) members of BCPCL's Tender Opening Committee.

32.3. Minutes of the Tender opening shall be made by BCPCL and furnished to any Tenderer upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution or modification, the Tender Price, per lot if applicable, including any discounts and alternative offers, and the presence or absence of a Tender Security, if one was required.

32.4. Tenders that will not be opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Tenderer.

32.5. No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 30.

**33) Financial Tender
Opening**

33.1. The Financial Tenders shall not be opened by the BCPCL until the evaluation of the Technical Tenders has been completed.

33.2. The BCPCL shall open the Financial Tenders in public, in the presence of Tenderers' designated representatives and anyone who chooses to attend and at the address specified in the TDS.

33.3. Financial Tenders will be opened only from those tenderers who:

- a) have submitted an acceptable Bid Security; and
 - b) have submitted a responsive tender pursuant to ITB 23;
- Financial Proposals from bidders who have failed to meet requirements (a) and (b) above, will be returned unopened.

**34) Tender:
Confidentiality**

34.1. After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.

**35) Nonmaterial
Nonconformities**

35.1. BCPCL may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by

BCPCL in the evaluation of the Tenders, in accordance with ITT Clause 42.

**36)Tender:
Contacting
BCPCL**

- 36.1.** Following the opening of the Tenders and until the Contract is signed no Tenderer shall make any unsolicited communication to BCPCL or try in any way to influence BCPCL's examination and evaluation of the Tenders.
- 36.2.** Any effort by a Tenderer to influence BCPCL in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.
- 36.3.** Notwithstanding ITT Sub Clause 36.1, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact BCPCL on any matter related to the tendering process, it should do so in writing.

**37)Tender:
Responsiveness**

- 37.1.** BCPCL's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 37.2.** A substantially responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- a) affects in any substantial way the scope, quality, or performance of Disposal of Dry Ash and Related Services specified in the Contract; or
 - b) limits in any substantial way or is inconsistent with the Tender Document, BCPCL's rights or the Tenderer's obligations under the Contract; or
 - c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

37.3. If a Tender is not substantially responsive to the Tender Document it shall be rejected by BCPCL and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.

37.4. There shall be no requirement as to the minimum number of responsive Tenders.

**38)Tender: Non-
Conformities,
Errors and
Omissions**

- 38.1.** BCPCL may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.

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- 38.2.** Provided that a Tender is substantially responsive, BCPCL may request that the Tenderer submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure by the Tenderer to comply with the request may result in the rejection of its Tender.
- 39)Tender: Preliminary Examination**
- 39.1.** BCPCL shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 16 has been provided, and to determine the completeness of each document submitted.
- 40)Tender: Technical Evaluation**
- 40.1.** BCPCL shall secondly examine the Tender to confirm that all terms and conditions specified in the GCC and the PCC have been accepted by the Tenderer without any material deviation or reservation.
- 40.2.** BCPCL shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 11 and 12.
- 40.3.** If, after the examination of the terms and conditions and the technical aspects of the Tender, BCPCL determines that the Tender is not substantially responsive in accordance with ITT Clause 37, it shall reject the Tender.
- 41)Tender: Financial Evaluation**
- 41.1.** Only Tenders that, have been found substantially responsive in accordance with ITB 40, shall have their Financial Proposals evaluated.
- 41.2.** To evaluate a Financial Tender, BCPCL shall consider the following:
- a) the Tender price as quoted in accordance with ITT Clauses 17 and 19, excluding local taxes (VAT / IT and other taxes) which will be payable on receiving of Ash if contract is awarded);
 - b) price adjustment for correction of arithmetical errors pursuant to ITT Sub-Clause 42.1;
- 42)Tender: Correction of Arithmetical Errors**
- 42.1.** Provided that the Tender is substantially responsive, BCPCL shall correct arithmetical errors on the following basis:
- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of BCPCL, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

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- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

42.2. Any arithmetical error or other discrepancy, as stated in ITT Sub-Clause 42.1, is found it shall be immediately notified to the concerned Tenderer.

42.3. Any Tenderer that does not accept the correction of errors as determined by the application of ITT Sub-Clause 42.1, its Tender shall be disqualified and its Tender Security may be forfeited.

**43)Tender: No
Negotiation**

43.1. No negotiation shall be held with the highest or any other Tenderer.

43.2. A Tenderer shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Document, to change its price or otherwise to modify its Tender.

**44)Tender:
Comparison**

44.1. BCPCL shall compare all substantially responsive Tenders to determine the Highest Evaluated Tender, in accordance with ITT Clause 41.

**45)Tenders:
BCPCL's
Authority to
Accept or to
Reject Any or All**

45.1. BCPCL reserves the right to accept any Tender, to annul the Tender process, or to reject any or all Tenders, at any time prior to contract award, without thereby incurring any liability to the affected Tenderers, or any obligation to inform Tenderers of the grounds for BCPCL's actions.

G. Contract Award

46)Award Criteria

46.1. BCPCL shall award the Contract to the Tenderer whose offer is substantially responsive to the Tender Document and that shall be determined to be the highest evaluated Tender.

**47)BCPCL's Right to
Vary Quantities**

47.1. The maximum amount of Dry Ash to be taken by the Ash Receiver shall be as specified in Section VI (Schedule of Requirements) when Payra 1320MW Thermal Power Plant is in normal operation. BCPCL shall plan to supply Dry Ash to the Ash Receiver continuously 24 hours. The Ash Receiver shall take delivery of maximum quantities specified. The Ash Receiver shall provide environmentally suitable

necessary transport for carrying those Dry Ash up to their facility.

47.2. In case of outage of the Power Plant there shall no obligation to provide Dry Ash to the Ash Receiver. No compensation shall be given to the Ash Receiver for the above reason.

47.3. BCPCL reserves the right to increase or decrease the quantity of Dry Ash specified in ITT clause 47.1 & 47.2, provided without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

48) Notification of Award

48.1. Prior to the expiration of the period of Tender validity, BCPCL shall notify the successful Tenderer, in writing, that its Tender has been accepted.

48.2. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

48.3. The Notification of Award shall state the value of the proposed Contract, the amount of the Performance Security, the time within which the Performance Security shall be submitted and the time within which the Contract shall be signed.

49) Performance Security

49.1. Within twenty-eight (28) days of the receipt of Notification of Award from BCPCL, the successful Tenderer shall furnish Performance Security for the due performance of the Contract in the amount specified in the TDS, using for that purpose the Performance Security Form (Form G-8) furnished in Section V: Tender and Contract Forms.

49.2. The Performance Security shall be valid at least twelve (12) months and shall be extended as per requirement of BCPCL.

49.3. The proceeds of the Performance Security shall be payable to BCPCL unconditionally upon first written demand as compensation for any loss resulting from the Ash Receiver's failure to complete its obligations under the Contract.

50) Contract: Signing and Terms

50.1. At the same time as BCPCL issues the Notification of Award (NOA), the Tenderer shall provide the acceptance of said NOA and subsequently BCPCL shall send the Contract Agreement and all documents forming the Contract, to the successful Tenderer.

50.2. Within twenty-one (21) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date and return it to BCPCL.

50.3. Failure of the successful Tenderer to submit the Performance Security pursuant to ITT Clause 49 or sign the Contract pursuant to ITT Sub-Clause 50.2 shall constitute sufficient grounds for the annulment of the award and

forfeiture of the Tender Security. In that event, BCPCL may award the Contract to the next highest evaluated responsive Tenderer at their quoted price (corrected for arithmetical errors), who was assessed by BCPCL to be qualified to perform the Contract satisfactorily.

50.4. Immediately upon receipt of the signed Contract Agreement and Performance Security from the successful Tenderer, BCPCL shall discharge and return the successful Tenderer's Tender Security

50.5. The term of the contract shall for five (5) years and shall be extended tacitly for a further period up to 5 years by mutual agreement on price, provided neither of the parties gives written notice of termination at the latest 6 months before the contract shall due to expire.

50.6. The review of the contract after five (5) years shall be considered on demand initiated by either party.

**51) Advising
Unsuccessful
Tenderers**

51.1. Upon the successful Tenderer furnishing Performance Security pursuant to ITT Clause 49 and signing the Contract pursuant to ITT Sub-Clause 50.2, BCPCL shall also notify all other Tenderers that their Tenders have been unsuccessful.

51.2. BCPCL shall promptly respond in writing to any unsuccessful Tenderer who, after notification in accordance with ITT Sub-Clause 51.1, requests in writing to BCPCL to communicate the grounds on which its Tender was not selected.

**52) Tenderer: Right
to Complain**

52.1. Any Tenderer shall the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on BCPCL by this Tender.

52.2. The Complaint shall firstly be processed through an administrative review. The place and address for the first step in the submission of complaints to the Administrative Authority is provided in the TDS.

Section II. Tender Data Sheet

A. General

- ITT 1.1 The name of the Tender is: Disposal / Selling of Dry Ash from Payra 1320MW Thermal Power Plant (Phase I)
- ITT 4.1 Tenderers from the following countries are not eligible: Israel

B. Tender Document

- ITT 7.1 For **clarification of Tender purposes** only, BCPCL's address is:
Attention: Company Secretary
Address: 8, Panthapath, Kawran Bazar, Level 4, UTC Building, Dhaka
– 1215, Bangladesh
Telephone: +88-02-9143017
E-mail: cs.nwpgcl@gmail.com with copy to helal1963@gmail.com
Communications may be sent by: Mail / Courier / E-Mail **only**
- ITT 8.1 A Pre-Tender meeting may be held at the request of the tenderer. N/A

C. Qualification Criteria

- ITT 11.1 (a) Minimum number of years of overall experience in the field of Ash Handling and / or Processing System and related services shall be: fifteen (15) years as on Tender Closing Date. Documentary evidence shall be submitted in support of Tenderer's experience.
- ITT 11.1 (b) Minimum specific experience in installation and operation of Pneumatic Ash Handling System shall be: ten (10) years as on Tender Closing Date. Documentary evidence from Power Plants where Dry Ash is being collected shall be submitted in support of Tenderer's experience.
- ITT 11.1 (c) Minimum capacity for end utilization shall be: 1,000 tons per day. Documentary evidence from potential end users confirming willingness to buy shall be submitted.
- ITT 12.1 (a) The minimum value of Dry Ash purchased in the last three years under a single contract shall be Taka 10,00,00,000.00 (Ten Crore Taka Only) supported by documentary evidence(s).
- ITT 12.1 (b) The minimum amount of liquid asset or working capital or credit facility shall be at least Taka 10,00,00,000.00 (Ten Crore Taka Only) supported by documentary evidence(s).

D. Preparation of Tender

- ITT 15.1 The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English language.

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- ITT 16.1 (j)** The Tenderer shall submit with its Tender the following additional documents:
- Organization chart and ownership details of the Tenderer.
 - Details of covered trucks including but not limited to numbers and capacity.
 - Details of temporary storage (if proposed) including but not limited to numbers, size and capacity
 - Detailed description of pneumatic loading system for loading of Ash from their temporary storage on to the covered barges.
 - Detailed writeup supported with drawings of their proposed scheme for transporting Ash as described in Section X (Policy for Disposal of Ash).
 - Space and power required and other facilities required from BCPCL as described in Section X (Policy for Disposal of Ash).
 - List of envisaged off-takers including the purpose of the Ash.
- ITT 25.1** The Tender validity period shall be one hundred and eighty (180) days. The validity period may be extended as per request of BCPCL.
- ITT 26.1** The amount of the Tender Security shall be Taka 2,00,00,000.00 (Two Crore Taka only).
- ITT 27.1** In addition to the original of the Tender, the number of copies of the Tender is: four (4) and one (1) soft copy in DVD / CD – both searchable and signed versions.

E. Submission of Tender

- ITT 29.2 (b)** The date and time for submission of Tender are:
Date: 21st October 2019
Time: 12.05pm BST
For **Tender submission purposes** only, the Employer's address is:
Attention: The Company Secretary
Street Address: 8, Panthapath, Kawran Bazar, Level 4, UTC Building, Dhaka – 1215, Bangladesh
- ITT 29.2 (c)** The inner and outer envelope shall bear the following additional identification marks:
"Do not open before 12:35 (BST) on 21/10/2019"

F. Opening and Evaluation of Tenders

- ITT 33.1** The Tender Opening shall take place at:
Street Address: 8, Panthapath, Kawran Bazar, Level 4, UTC Building, Dhaka – 1215, Bangladesh. On
Date: 21st October 2019
Time: 12.35pm BST

ITT 3.2, 6.2, 6.3, 17.1, 17.4, 24.1, 24.2, 26.3, 30.1, 35.2, 36.3, 40.3

Rejection clauses of the tender document but not limited to.

G. Award of Contract

ITT 47.1 The maximum Amount of Dry Ash to be taken by the Ash Receiver shall be as specified in Section VI (Schedule of Requirements)

In case of outage of the Power Plant there will be no obligation of BCPCL to provide Dry Ash to the Ash Receiver. No compensation will be provided for this reason.

ITT 49.1 The amount of Performance Security shall be ten percent (10%) of the Total of Column 8 for Items 1 and 2 in Form G-2 (Price Schedule for Dry Ash) in the form of irrevocable and unconditional bank guarantee issued by any schedule bank in Bangladesh.

ITT 52.2 The name and address of the office where complaints are to be submitted is:

Attention: Company Secretary

Address: 8, Panthapath, Kawran Bazar, Level 4, UTC Building, Dhaka – 1215, Bangladesh

Telephone: +88-02-9143017

E-mail: cs.nwpgcl@gmail.com with copy to helal1963@gmail.com

Section V. Tender and Contract Forms

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Forms G1 to G5 comprise part of the Tender and should be completed as stated in ITT Clause 16.

Forms G6 to G8 comprise part of the Contract as stated in GCC Clause 5.

Section V. Tender and Contract Forms

Form G-1A. Technical Tender Submission Form

Invitation for Tender / Memo No:

Date:

(Name & Address of BCPCL)

We, the undersigned, offer to Receive in conformity with the Tender Documents the following Goods and Related Services, viz:

Dry Ash from Payra 1320MW Thermal Power Plant (Phase I).

We undertake, if our Tender is accepted, to receive the Dry Ash from the date of COD of Unit 1, in accordance with the receiving schedule specified in Section VI (Schedule of Requirements).

We are not participating as Tenderers in more than one Tender in this Tendering process. Our Tender shall be valid for the period stated in Section II (Tender Data Sheet) and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security in the amount stated in Section II (Tender Data Sheet) is attached in the form of a Bank Guarantee in the format as specified in the Section V, Form G-7 valid for a period of one (1) month beyond the Tender Validity Date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount and validity period stated in Section II (Tender Data Sheet) under the Contract.

We declare that ourselves, and any subcontractors for any part of the Contract, have nationalities from eligible countries and that the Ash Disposal and Processing Plant with related services will also be received from eligible countries. We also declare that the Government of Bangladesh has not declared us, and any subcontractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We, furthermore, pledge not to indulge in such practices in competing for or in executing the Contract and are aware of the relevant provisions of the Tender Document (ITT Clause 3).

We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding contract between us, until a formal contract is prepared and executed.

We understand that you are not bound to accept the highest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of the Tenderer.

Date:

Form G-2. Price Schedule for Dry Ash

Invitation for Tender / Memo No:

Date:

1	2	3	4	5	6	7	8 = 4x6(in days)x7	9	10 = 8 + 9
Item No.	Description of Item	Unit of Supply	Quantity of Units to be in the Specified Period	Point of Receiving	Period	Unit Price (Taka)	Total Price (Taka)	VAT & Taxes (Taka)	Total Price including VAT and Taxes (Taka)
1	Fly Ash	Metric Ton	650 Metric Ton per day (maximum)	Ash Silo of Power Plant	From 20.11.2019 to 31.05.2022				
2	Bottom Ash	Metric Ton	100 Metric Ton per day (maximum)	Bottom Ash Bin of Power Plant	From 20.11.2019 to 31.05.2022				
3	Fly Ash	Metric Ton	1,200 Metric Ton per day (maximum)	Ash Silo of Power Plant	From 01.06.2022 to End of Contract Period				
4	Bottom Ash	Metric Ton	200 Metric Ton per day (maximum)	Bottom Ash Bin of Power Plant	From 01.06.2022 to End of Contract Period				
Grand Total									

Name of Tenderer

Signature of Tenderer

Date:

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Form G-1B. Financial Tender Submission Form

Invitation for Tender / Memo No:

Date:

(Name & Address of BCPCL)

We, the undersigned, offer to Receive in conformity with the Tender Documents the following Goods and Related Services, viz:

Dry Ash from Payra 1320MW Thermal Power Plant (Phase I).

The total price of our Tender, is: Tk. (in words:) for the Contract Duration for the expected quantities as specified in Section VI (Schedule of Requirements).

We undertake, if our Tender is accepted, to receive the Dry Ash from the date of COD of Unit 1, in accordance with the receiving schedule specified in Section VI (Schedule of Requirements).

We are not participating as Tenderers in more than one Tender in this Tendering process. Our Tender shall be valid for the period stated in Section II (Tender Data Sheet) and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security in the amount stated in Section II (Tender Data Sheet) is attached in the form of a Bank Guarantee in the format as specified in the Section V, Form G-7 valid for a period of one (1) month beyond the Tender Validity Date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount and validity period stated in Section II (Tender Data Sheet) under the Contract.

We declare that ourselves, and any subcontractors for any part of the Contract, have nationalities from eligible countries and that the Ash Disposal and Processing Plant with related services will also be received from eligible countries. We also declare that the Government of Bangladesh has not declared us, and any subcontractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We, furthermore, pledge not to indulge in such practices in competing for or in executing the Contract and are aware of the relevant provisions of the Tender Document (ITT Clause 3).

We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding contract between us, until a formal contract is prepared and executed.

We understand that you are not bound to accept the highest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of the Tenderer.

Date:



Form G-3. Specification Submission Sheet

(The Tenderer shall submit here the detailed design, specification, detailed design and drawings of Ash Processing Plant including Ash Receiving System if Applicable)

Invitation for Tender / Memo No:

Date:

Item No	Name of Plant/Equipment or Related Service	Capacity	Make and Model (<i>when applicable</i>)	Full Technical Specifications and Standards
	Covered Trucks			
	Temporary Storage			
	Pneumatic Loading System			
	Covered Barges			

Name of Tenderer

Signature of Tenderer

Date

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Form G-4. Tenderer Information Sheet

Invitation for Tender / Memo No:

Date:

A. Individual Tenderers

1. General Information of the Tenderer		
1.1	Tenderer's Legal Name	
1.2	Tenderer's legal address in Country of Registration	
1.3	Tenderer's legal status	
	Proprietorship	
	Partnership (Registered under the Partnership Act, 1932)	
	Limited Liability Concern (Registered under the Companies Act, 1913)	
	Others	
1.4	Tenderer's Year of Registration	
1.5	Tenderer's business status	
	Manufacturer	
	Local Agent / Distributor of a foreign Manufacturer	
	Stockist	
	Others	
1.6	Tenderer's Authorised Representative Information	
	Name	
	Address	
	Telephone / Fax	
	Email	
1.7	Local Partner's / Tenderer's Value Added Tax Registration	
1.8	Local Partner's / Tenderer's Income Tax Identification Number (TIN)	
1.9	Tenderer to attach copies of the following documentation:	a) Articles of Incorporation or Registration of firm. b) Latest Income Tax Clearance Certificate c) Latest VAT Registration Certificate d) Original letter naming the person authorised to sign on behalf of the Tenderer e) As per tender notice.

2. Qualification Information of the Tenderer		
2.1	ITT 11.1 (a) – Number of years of overall experience in the field of Ash Handling and / or Processing System and related services. Documentary evidence shall be submitted in support of Tenderer's experience.	
2.2	ITT 11.1 (b) – Number of years of specific experience in installation and operation of Pneumatic Ash Handling System. Documentary evidence from Power Plants where Dry Ash is being collected shall be submitted in support of Tenderer's experience.	
2.3	ITT 11.1 (c) – Capacity for end utilization. Documentary evidence from potential end users confirming willingness to buy shall be submitted..	
2.4	ITT 12.1 (a) – Value of Dry Ash purchased/used in Ash processing plant under a single contract in the last three years. Documentary evidence shall be submitted.	
2.4	ITT 12.1 (b) – Available liquid assets or working capital or credit facility. Documentary evidence shall be submitted in support of available liquid assets or working capital or credit facility.	
2.6	ITT23.3 (b) – Major similar type of contracts over the last five years. Also list details of similar type of tender/contracts under way or committed, including expected receiving / completion date.	
2.7	ITT 23.3 (a) – Information on litigation in which the Tenderer is, or has been, involved:	
	(a) Any case within the past three (3) years	
	Cause of Dispute	Result of Settlement and amount
	(b) Current cases in this financial year	
	Cause of Dispute	Current Position of Case

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B. Individual Members of a Joint Venture

3.1	Each Member of a JVCA shall provide all the information requested in the form above, Sections 1-3.
3.2	Attach a power of attorney for each of the authorising signatories of the Tender on behalf of the JVCA.
3.3	Attach the JVCA Agreement among all Members of JVCA (and which is legally binding on all Members), which shows that: a) all Members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; b) one of the Members will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all Members of the joint venture; and the execution of the entire Contract, including payment, shall done exclusively with the Member in charge

Name of Tenderer

Signature of Tenderer

Date

AP

Form G-5. Bank Guarantee for Tender Security

Invitation for Tender / Memo No:

Date:

To:

(Name & Address of BCPCL)

TENDER GUARANTEE No:

We have been informed that [name of Tenderer] (hereinafter called "the Tenderer") intends to submit to you its Tender dated [date of Tender] (hereinafter called "the Tender") for Disposal / Selling of Dry Ash from Payra 1320MW Thermal Power Plant (Phase I) under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions Tenders must be supported by a Tender guarantee.

At the request of the Tenderer, we [name of bank] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- b) does not accept the correction of errors in accordance with the Instructions to Tenderers of the IFT; or
- c) having been notified of the acceptance of the Tender by BCPCL during the period of Tender validity:
 - i) fails or refuses to furnish the Performance Security in accordance with the ITT, or
 - ii) fails or refuses to execute the Contract Form,

This guarantee will expire:

- a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tenderer as issued by you; or
- b) if the Tenderer is not the successful Tenderer, twenty-eight days after the expiration of the Tenderer's Tender validity period, being [date of expiration of the Tender].

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

H

Form G-6. Notification of Award

Invitation for Tender / Memo No:

Date:

To:

(Ash Receiver)

This is to notify you that your Tender dated [insert date] for Disposal / Selling of Dry Ash from Payra 1320MW Thermal Power Plant (Phase I) for the Contract Price of Taka [amount in figures and in words], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by [name of Procuring Entity].

You are requested to proceed with the receiving of the Dry Ash and note that this Notification of Award shall constitute the formation of a Contract, which shall only become binding upon you furnishing a Performance Security within fourteen (14) days, in accordance with ITT Clause 49, and the signing of the Contract Agreement within twenty-one (21) days, in accordance with ITT Clause 50.

We attach the Contract Agreement and Contract Documents for your perusal and signature.

Signed

Duly authorised to sign for and on behalf of
[name of BCPCL]

Date:



Form G-7. Contract Agreement

Contract No:

Date:

THIS AGREEMENT made the [day] day of [month] [year] between Bangladesh-China Power Company (Pvt.) Limited (BCPCL) (hereinafter called "the Seller") of the one part and [name and address of Ash Receiver] (hereinafter called "the Purchaser") of the other part:

WHEREAS BCPCL invited Tenders for Disposal / Selling of Dry Ash from Payra 1320MW Thermal Power Plant (Phase I) and has accepted a Tender by the Ash Receiver for the receiving of Dry Ash in the sum of Taka [Contract Price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
- 2) The documents forming the Contract shall be interpreted in the following order of priority:
 - a) the signed Form of Contract Agreement;
 - b) the letter of Notification of Award
 - c) the completed Tender Submission Sheet as submitted by the Tenderer;
 - d) the completed Price Schedules as submitted by the Tenderer;
 - e) the Particular Conditions of Contract;
 - f) the General Conditions of Contract;
 - g) the Policy for Disposal of Dry Ash;
 - h) the Schedule of Requirements;
 - i) the Technical Specifications;
 - j) the Plant Layout Drawings, and;
 - k) any other document listed in the PCC as forming part of the Contract.
- 3) In consideration of the payments to be made by the Ash Receiver to BCPCL as hereinafter mentioned, BCPCL hereby covenants with the Ash Receiver to Dispose of the Dry Ash therein in conformity in all respects with the provisions of the Contract.
- 4) The Ash Receiver hereby covenants to pay BCPCL in consideration of the provision of the Dry Ash therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For BCPCL:
Print Name

For the Ash Receiver: Signature

Title

In the presence of
Name

Address

Form G-8. Bank Guarantee for Performance Security

[this is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 49]

Contract No:

Date:

To:

[Name and address of BCPCL]

PERFORMANCE GUARANTEE No:

We have been informed that [name of Ash Receiver] (hereinafter called "the Purchaser") has undertaken, pursuant to Contract No [reference number of Contract] dated [date of Contract] (hereinafter called "the Contract") for Disposal / Selling of Dry Ash from Payra 1320MW Thermal Power Plant (Phase I) under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, we [name of bank] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Ash Receiver is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until [date of validity of guarantee], consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature